# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Memetrics Holdings Pty Limited		12/31/2007	CORPORATION: AUSTRALIA

# **RECEIVING PARTY DATA**

Name:	Accenture Global Services GmbH
Street Address:	Herrenacker 15
City:	Schaffhausen
State/Country:	SWITZERLAND
Postal Code:	8200
Entity Type:	CORPORATION: SWITZERLAND

# PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2593781	MEMETRICS
Registration Number:	2741759	xos
Registration Number:	2745853	xos

# **CORRESPONDENCE DATA**

Fax Number: (312)698-2064

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: leslie.a.bertagnolli@bakernet.com

Correspondent Name: Leslie Bertagnolli
Address Line 1: 130 E. Randolph Dr.

Address Line 2: One Prudential Plaza, Suite 3500 Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 22132341-081272

DOMESTIC REPRESENTATIVE

Name:

TRADEMARK
REEL: 003921 FRAME: 0719

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900125099 REEL: 0039

Address Line 1: Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Leslie Bertagnolli
Signature:	/leslie bertagnolli/
Date:	01/21/2009
Total Attachments: 5 source=Memetrics assignment#page1.tif source=Memetrics assignment#page2.tif source=Memetrics assignment#page3.tif source=Memetrics assignment#page4.tif source=Memetrics assignment#page5.tif	

TRADEMARK REEL: 003921 FRAME: 0720

#### GENERAL DEED OF ASSIGNMENT

# of Intellectual Property Rights

# relating to the Business of

# **Memetrics Holdings Pty Limited**

Memetrics Holdings Pty Limited Level 15 141 Waiker Street North Sydney NSW 2060 Australia

(hereafter referred to as "Assignor")

and

Accenture Global Services GmbH Herrenacker 15 8200 Schaffhausen Switzerland

(hereafter referred to as "Assignee")

#### WHEREAS

Assignor and Accenture Australia Holdings Pty Limited, an Affiliate of Assignee ("Purchaser"), entered into that certain Share Purchase and Sale Agreement dated December 28, 2007, by and among all of the shareholders of Assignor ("Sellers"), Assignor and Purchaser (the "SSPA"); and

#### WHEREAS

As of the December 31, 2007 (the "Closing Date") pursuant to the SSPA, Purchaser acquired all of the issued share capital of Assignor, and Assignor became a wholly-owned subsidiary of Purchaser; and

#### WHEREAS

Assignor is the sole owner of Intellectual Property Rights (as hereinafter defined) rights relating to the business of Assignor and its subsidiaries and has the sole right of disposal; and

#### WHEREAS

Assignor is willing to assign and Assignee wishes to acquire the Intellectual Property Rights for the consideration and upon the terms set out in this Deed.

# NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

# 1. ASSIGNMENT

1.1 In consideration of the sum of Adjusted Purchase Price (as hereinafter defined ) payable according to <u>Schedule 4</u>, Assignor hereby sells, assigns, transfers and conveys with effect from the Effective Date (in accordance with <u>Schedule 3</u>) and for the world wide territory to Assignee:

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TRADEMARK REEL: 003921 FRAME: 0721

#### 10. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

In WITNESS WHEREOF the Parties have caused the Agreement to be duly executed by their respective authorised officers as of the Effective Date.

Memetrics	Holdings	Pty	Limited
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Represented by:

Name: Robert A. Huhnen

Title: Director and Secretary

Location:

Level 15

141 Walker Street North Sydney NSW 2060

Australia

Accenture Global Services Embri

Represented by:

Name: Christiane Riess

Titie: Director of Operations

Lecation:

Herrenacker 15 8200 Schaffhausen Switzerland

Name: Thomas Kretschmer

Title: Intellectual Property Counsel

Lecation:

Herrenacker 15 8200 Schaffhausen Switzerland

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Memetrics	Holdings	Pty Limited
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141 Walker Street North Sydney NSW 2060

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Accenture Global Services 6mbH

Represented by:

Name: Christiane Riess

Title: Director of Operations

Location:

Herrenacker 15 8200 Schaffhausen

Switzerland

Name: Thomas Kretschmer

Title: Intellectual Property Counsel

Location:

Herrenacker 15 8200 Schaffhausen

Switzerland

# SCHEDULE 1

# **Intellectual Property Rights:**

All intellectual and industrial property rights owned or used by Assignor or which is reasonably required to carry on its business, including patents, rights in registered and unregistered trade marks (including domain names), rights in registered and unregistered designs, utility models, trade or business names, confidential information, know-how, database rights, topography rights, plant breeder varieties rights, passing-off rights, and copyright (including moral rights), performer protection rights or other industrial, intellectual or commercial rights (including rights in any invention, discovery or process), and applications for registration of any of the foregoing, and the right to apply therefore, in each case in any part of the world;

# Intellectual Property Rights include the following registrations and applications owned by Assignor:

Asset	Asset Component (including embedded shareware)	Protection (e.g. patents, trade marks, business names) including registration or application number	Country of registration or applica- tion (if ap- plicable)
MEMETRICS	Company name, registered for the fol- lowing classes: Class 9 (Computer Soft- ware), Class 35 (Market Research Ser- vices), and Class 42 (Designing Com- puter Software for Others)	Trademark Reg. No. 2,593,781	US Applications in process in Ja- pan and EU
M (Design)	Company logo, registered for Class 9, Class 35 and Class 42	Trademark Reg. No. 2,606,680	us
xos	Software product name, registered for Class 9, Class 35 and Class 42	Trademark Reg. No. 2,741,759	U5
xos	Software product name, registered for Class 9, Class 35 and Class 42	Trademark Reg No 819626	Australia
xos	Software product name, registered for Class 9, Class 35 and Class 42	Trademark Reg No 002090074	EU
XOS (Design)	Logo/design for software product, regis- tered for Class 9, Class 35 and Class 42	Trademark Reg No 2,745,853	us

lowing classes: Class 9 (Computer Software) and Class 42 (Designing Computer Software for Others)  Memetrics Enter- Software product name, registered for Trademark applica-	Choice Optimiza- tion System	n/a	Trademark (com- mon law only; no registration)	us
prise the following classes: Class 9 (Computer tion pending (filed Software) and Class 42 (Designing Com- July 2007)	Memetrics	lowing classes: Class 9 (Computer Soft- ware) and Class 42 (Designing Computer	tion pending (filed	Japan
	Memetrics Enter- prise	the following classes: Class 9 (Computer Software) and Class 42 (Designing Com-	tion pending (filed	Japan

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